Local No. 274, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL–CIO *and* Industrial Products Group, Stokely-Van Camp, Inc. Case 22–CC–857

26 August 1983

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS JENKINS AND ZIMMERMAN

On 6 June 1983 Administrative Law Judge Steven Davis issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief, and the Charging Party filed an answering brief in opposition to the Respondent's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions[1] of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Local No. 274, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL–CIO, its officers, agents, and representatives, shall take the action set forth in the said recommended Order.

[1] In the section of his Decision entitled "Conclusions of Law," the Administrative Law Judge inadvertently found that the Respondent's unlawful threat to picket neutral employer Stokely-Van Camp, Inc., occurred on 6 September 1982. As noted elsewhere in his Decision, the correct date is 16 September 1982.

DECISION

STATEMENT OF THE CASE

STEVEN DAVIS, Administrative Law Judge: On September 22, 1982,[1] Industrial Products Group, Stokely-Van Camp, Inc., herein called Stokely, filed a charge against Local No. 274, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL–CIO, herein called Respondent, and on November 24, the Regional Director for Region 22 of the National Labor Relations Board issued a complaint, amended at the hearing, against Respondent, which alleges that it violated Section 8(b)(4)(i) and (ii)(B) of the Act by threatening to picket and picketing Stokely's Kearny, New Jersey, facility and threatening Stokely with an economic boycott of its products.

The case was heard before me in Newark, New Jersey, on January 24 and February 11 and 15, 1983.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by all parties, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Stokely, an Indiana corporation, having an office and place of business in Kearny, New Jersey, has been engaged in refining vegetable oils and related products at that location. During the past year, in the course of its operations, Stokely purchased and received products, goods, and materials valued in excess of $50,000 directly from suppliers located outside New Jersey.

L & L Chemical, Construction & Engineering Company, herein called L & L, a New Jersey corporation, having its principal office and place of business in Carlstadt, New Jersey, has been engaged in performing mechanical, masonry, and electrical work within New Jersey. During the past year, in the course of its operations, L & L purchased and received materials and supplies valued in excess of $50,000 directly from suppliers located outside New Jersey.

Respondent admits, and I find, that Stokely and L & L are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *Facts*

1. Background

During the summer of 1982, Stokely contracted with Jacobs Engineering Company for the construction of a new edible oils refinery at its Kearny facility. Jacobs' subcontractor was Central Mechanical Company, which has a collective-bargaining agreement with Respondent. The work, performed by 60 to 70 employees of Central, all of whom were represented by Respondent, ended on August 13 when Stokely terminated its contract with Jacobs. Immediately thereafter, Jacobs, Central and the employees left the site.

In about August, John DeBlanco, Stokely's vice president in charge of manufacturing, received a phone call from John Stiles, Respondent's business manager who stated that he heard that Stokely was having problems with Jacobs and certain of the subcontractors. Stiles offered to send DeBlanco a list of contractors and DeBlanco agreed. DeBlanco never received such a list.[2]

[1] All dates hereafter are in 1982 unless otherwise indicated

[2] Stiles asserts that DeBlanco refused his offer of the list. I need not resolve this conflict, which is not material to the issues herein.

Stiles also admittedly knew then that the Jacobs-Central contract was terminated and asked if a new contractor had been selected to replace Central. DeBlanco said that none had yet been chosen. Stiles' reason for calling was that he wanted to learn which company would be bidding for the job, and he was admittedly concerned that the men represented by Respondent were out of work due to the loss of the contract by Jacobs and Central.

Sometime in August, Stokely awarded a contract to L & L, a nonunion employer, to perform certain work involving the refurbishing of the existing oil blending refinery.[3] The work was to begin on September 7.

On August 23 or 24, Stiles phoned William Lintner, an official of L & L, and told him that he heard that L & L was awarded the contract. He asked Lintner if L & L would perform the job with union or nonunion employees.[4] Lintner replied that L & L was requested by Stokely to use nonunion employees and it had bid the job on that basis. Lintner testified that Stiles responded that Stokely is his plant, that it always was a union plant and that he would "have to do something about L & L working there non union," because he could not allow that to occur. Stiles testified that he told Lintner that the fact that L & L was performing the work with nonunion employees was "unfortunate" for Stiles because it would make his job more difficult.[5]

On September 7, L & L began work at the Stokely facility. On that date, Stokely established two entrances at its site 1 for its employees and suppliers and another entrance for contractors, their employees and suppliers.

The entrance for Stokely employees was located on Sanford Avenue and identified by the following sign posted there:

> This gate is reserved exclusively for the use of Stokely-Van Camp, and all persons making deliveries to or from Stokely-Van Camp, Inc.
>
> All contractors with Stokely-Van Camp, Inc. and all employees, subcontractors and suppliers of such contractors must use other gates or entrances.

The entrance for L & L and contractors was located on Ogden Avenue and was identified by the following sign posted there:

> This gate is reserved exclusively for the use of contractors with Stokely-Van Camp, Inc. and all employees, subcontractors and suppliers of subcontractors.
>
> All employees of Stokely-Van Camp, Inc. and all persons making deliveries to or from Stokely-Van Camp, Inc. must use other gates or entrances.

About September 16, DeBlanco received a phone call from James Grogan, the business representative of Local 32, Asbestos Workers and president of the New Jersey State Building Trades Council. Grogan told DeBlanco that he knew that nonunion people were working at the Stokely facility and that he wanted to meet with DeBlanco in order to help with this "problem." DeBlanco replied that he was not aware that he had a problem and Grogan reminded him that in the spring 1981 his union had picketed at the Kearny facility. Grogan also said that DeBlanco should be using union personnel only at the site. Grogan did not testify.

About 1 hour later, Stiles phoned DeBlanco. DeBlanco testified that Stiles asked whether L & L was working at the plant. DeBlanco answered that it was, and in answer to Stiles next questions said that it would be using nonunion employees. Stiles then said that many of "his people" were out of work and he would do whatever necessary to get them back to work. Stiles suggested a meeting to resolve the problem, adding according to DeBlanco that, "as long as I persisted in using non-union labor in our plant facility, I would probably have picket lines set up the following week."

Stiles testified that, upon learning from DeBlanco that L & L was awarded the contract, he said that that was unfortunate because his (Stiles) job would be made much harder. He added that he would have to establish an informational picket line to inform the public that L & L performed work at a substandard wage. DeBlanco responded that any picketing that might take place must be at the Ogden Avenue contractors gate.

The following day, September 17, DeBlanco sent the following mailgram to Respondent and to James Grogan:

> Be advised Stokely Van Camp Kearny facility has established an entrance on Ogden Avenue for exclusive use of contractors, their employees and suppliers. The two entrances on Sanford Avenue are for exclusive use of Stokely Van Camp, its employees and suppliers.

2. The picketing

On the morning of September 21, three of five pickets patroled across the road in front of the Ogden Avenue contractors gate, wearing picket signs which stated:

> Pipefitters Local Union 274. Notice to Public. Working conditions and wages on this job below standard. No other employers involved. AFL-CIO. We are picketing to improve conditions. This is not meant to prevent ingress to anyone on or off job.

The sign was changed the following day to include L & L's name. The picketing continued thereafter with the signs containing the name of L & L.

At the same time, two to five persons appeared at the Sanford Avenue neutral gate and patroled back and forth across Sanford Avenue in front of the gate.[6] Those per-

[3] This work was originally a part of the Jacobs contract, but such work was removed by Stokely from the scope of Jacobs' responsibilities in early 1982.

[4] L & L has a "sister" relationship with Meadowlands Contracting, Inc., which has a contract with Respondent.

[5] I credit Lintner's version of this conversation. It is obvious that thereafter Stiles took action to attempt to have L & L removed from the site. Thus, this conversation was a warning that Stiles would, and in fact later did, attempt to "do something" about L & L working on a nonunion basis at the site.

[6] This according to the credited testimony of DeBlanco and Glenn Martin, Stokely's divisional employee relations manager.

sons carried signs which stated: "Pipefitters Local 274 Observer."

On October 1, in response to a claim that the Sanford Avenue gate was used by L & L or its suppliers, DeBlanco sent the following mailgram to Respondent:

> Although Stokely-Van Camp disputes your allegation that the Sanford Avenue gate has been used by L. & L. Chemical, Construction and Engineering and L. & L. suppliers, to clear up any misunderstanding be advised that the Sanford Avenue gate is, and in the future will be for the exclusive use of Stokely-Van Camp, its employees and suppliers.

On October 4, the language on the signs carried by the persons at the Sanford Avenue gate ws changed to state: "Local Observer."

The observers were initially instructed by Stiles to walk back and forth across Sanford Avenue, but later, on October 4, were told to walk parallel to the sides of the street without crossing the road.

The "observers," all retired members of Respondent, testified that they were asked by Stiles to record the names and license plate numbers of all vehicles entering the Sanford Avenue gate. They stated that "quite a few" truckdrivers asked if they were picketing, to which they replied that they were only observing. Notwithstanding their statement to the drivers that they were not on strike and were not stopping anyone from entering the plant, one driver told them: "You fellows are on strike, I'm not going in."

3. The alleged threat of an economic boycott

On October 20, 60 to 70 people appeared at the Ogden Avenue gate, including Stiles, who wore a picket sign, as did 8 or 9 others, and Grogan, who did not wear a picket sign.

DeBlanco testified that on that date, Stiles and Grogan approached him at the Ogden Avenue gate. Grogan told him that until that time the picketing had been peaceful, but that on October 19 a picket was struck by an L & L truck and "his man" was injured. Grogan added that he was present that day to see that none of "his men" were hurt again. Stiles, who was present during this conversation, then told DeBlanco that he was in contact with the National Trades Council, and "there were plans afoot to setup an economic boycott against Stokely-Van Camp consumer products."[7] Stiles also said that perhaps a placard informational program might be instituted at Stokely's Indianapolis plant which would inform the public of Stokely's "anti union posture." During the conversation, Grogan mentioned that he was a Stokely stockholder, and he noted that he might inform the Securities and Exchange Commission that Stokely's board of directors lied to its stockholders regarding whether the edible oil system was complete and operable. Stiles requested a meeting with DeBlanco to resolve "some of the problems" and DeBlanco answered that he could not meet "at that time."

Stiles testified that on October 20 he approached DeBlanco and Grogan, who were already in conversation at the Ogden Avenue gate. He told DeBlanco that he was disturbed that a man had been hit by a truck. DeBlanco also expressed his dismay about the incident. Stiles denied telling DeBlanco that a boycott of Stokely's consumer products was contemplated. However, Stiles stated that Grogan told DeBlanco that he (Grogan) would be in attendance at a trade fair in Indiana which would be attended by Stokely officials, including DeBlanco. Grogan also asked DeBlanco whether Stokely knew "that these types of actions are being taken," suggested that he might make Stokely aware of such actions, and noted that he was a stockholder of Stokely.[8]

The picketing on Ogden Avenue and the action of the observers on Sanford Avenue ended on October 25.

B. *Contentions of the Parties*

The General Counsel alleges that Respondent violated Section 8(b)(4)(i) and (ii)(B) of the Act by picketing at the Ogden Avenue and Sanford Avenue gates.

With respect to the Sanford Avenue gate, the General Counsel argues that the "observers" were in fact "pickets" and Respondent was thus engaged in unlawful picketing at the neutral gate in an attempt to enmesh Stokely in its dispute with L & L and to force Stokely to cease doing business with L & L.

With respect to the Ogden Avenue contractors gate, the General Counsel argues that picketing at such location, although apparently facially lawful, has in fact an unlawful purpose when the totality of Respondent's actions are considered and is therefore violative of the Act. The General Counsel derives this unlawful purpose from the activity at the Sanford Avenue gate and Stiles' conversations with DeBlanco and Lintner.

Respondent argues that it was not picketing the Sanford Avenue gate, but merely had persons stationed there who were "observers" and recorded information concerning deliveries made through that gate. Respondent argues alternatively that even if such persons are found to be pickets, they were justified in picketing that gate because of its misuse by the passage through it of L & L vehicles and suppliers.

The General Counsel counters that even if Respondent's claim of taint is true, such incidents are *de minimis* and do not establish a pattern of misuse of that gate sufficient to justify picketing thereat. Moreover, the General Counsel asserts that even if the picketing at the neutral gate was permissible, the picket signs utilized there failed to identify L & L as the employer with whom Respondent had a dispute, in violation of the *Moore Dry Dock*[9] standards.

Respondent also argues that its activity at the Ogden Avenue gate was permissible area standards picketing.

[7] Stiles mentioned Gatorade, a Stokely product.

[8] The "actions" were not identified further by Stiles. Grogan did not testify.

[9] *Sailors Union (Moore Dry Dock)*, 92 NLRB 547 (1950).

C. *Analysis and Discussion*

1. The picketing

a. *Sanford Avenue neutral gate*

The General Counsel alleges that Respondent violated Section 8(b)(4)(i) and (ii)(B) of the Act.

Section 8(b)(4)(i) and (ii)(B) of the Act makes it an unfair labor practice for a union:

> (i) to engage in, or to induce or encourage any individual . . . to engage in, a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person . . . where in either case an object thereof is:
>
> . . . .
>
> (B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person . . .: *Provided*, That nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any . . . primary picketing.

These provisions reflect "the dual congressional objective of preserving the right of labor organizations to bring pressure to bear on offending employers in primary labor disputes and of shielding unoffending employers and others from pressures in controversies not their own."[10] Thus, a union is permitted to picket a primary employer with whom it has a labor dispute but runs afoul of Section 8(b)(4) if it pickets or threatens to picket a neutral employer with a proscribed object of enmeshing the neutral employer in a controversy not its own.[11]

The Board has utilized the guidelines set forth in *Moore Dry Dock* to determine whether a union's picketing at a common situs, such as I find is the setting here, has the unlawful object of enmeshing neutral employers and employees in its dispute with a primary employer. This case involves the question of whether Respondent's picketing was limited to places reasonably close to the location of the situs of the dispute, and whether the picketing clearly discloses that the dispute is with the primary employer, in accordance with the third and fourth criteria of *Moore Dry Dock.*

In order to insulate neutral employers and their employees and suppliers from disputes not their own, employers at a common situs may establish and maintain separate gates for use by those primarily involved in a labor dispute and those not involved.[12] When such gates are properly established, a union may picket only at the gate of the employer with which it has a dispute, and the integrity of the neutral gate must not be compromised by its use by the primary employer's employees or suppliers.

Here it is clear that the gate at Sanford Avenue reserved for the use of Stokely was properly established and that Respondent had notice of its establishment.

At the outset, Respondent admits in its answer that it has been engaged in a labor dispute with L & L and that it has no labor dispute with Stokely. Thus, the main inquiry is whether its activity at the Sanford Avenue gate, which was reserved for the use of the neutral, Stokely, and its suppliers, was lawful.

Contrary to Respondent, I find that Respondent's retired members assigned to collect information and wear signs at the Sanford Avenue gate were not mere "observers," but rather were pickets. The men actively patroled the street in front of the Sanford Avenue gate with placards—at first walking back and forth across the street and then patroled the sides of the street. Traditional forms of picketing are not required for a finding that picketing, in fact, occurred.[13] Indeed, such picketing constituted a "signal" to the employees of secondary and neutral employers. Thus, the "observers" testified that one driver who approached the gate refused to make a delivery notwithstanding being told that there was no strike. Respondent's defense that the men patrolling the gate were "observers" who sought merely to collect information concerning whether the gate was misused is without merit inasmuch as the men were assigned to the gate from the very inception of the picketing at the Ogden Avenue contractors gate—even before any alleged breaches of the neutrality of the Sanford gate could have occurred. Clearly, by picketing the Sanford Avenue gate, Respondent not only made no attempt "to avoid enmeshing neutrals in [the] dispute," or to "minimize its impact on neutral "employees" but rather such picketing demonstrates that[14] its object was to enmesh Stokely and other neutral employers in the Respondent's labor dispute with L & L, and to cause, or to attempt to cause, Stokely and other neutral employers to cease doing business with L & L.[15]

Moreover, even assuming that Respondent could lawfully picket at the Sanford Avenue gate, its signs utilized thereat did not identify that its dispute was with L & L, thereby failing to adhere to the *Moore Dry Dock* standards for such common situs picketing.[16]

b. *Ogden Avenue contractors gate*

Respondent argues that its picketing at the Ogden Avenue contractors gate is lawful because it was for the purpose of publicizing L & L's substandard wages and working conditions. Uncontradicted evidence was given by Respondent's representative Stiles that he was aware

[10] *NLRB v. Denver Building Trades Council*, 341 U.S. 675, 692 (1951).

[11] It is unnecessary to find that the sole object of picketing is unlawful. An unlawful object is sufficient. *Id.* at 688–689.

[12] *Electrical Workers IUE Local 761 v. NLRB*, 366 U.S. 667 (1961).

[13] *District 65 Distributive Workers (S.N.S. Distributing Service)*, 211 NLRB 469, 471, 474 (1974); *Lawrence Typographical Union No. 570 (Kansas Color Press)*, 169 NLRB 279, 283 (1968), and cases there cited.

[14] *Electrical Workers IBEW Local 323 (Renel Construction)*, 264 NLRB 623 (1982); *NLRB v. Nashville Building Trades Council*, 425 F.2d 385, 391 (6th Cir. 1970).

[15] *Laborers Local 304 (Athejen Corp.)*, 260 NLRB 1311 (1982).

[16] Even if the activities of the observers at the Sanford Avenue gate are not deemed to constitute picketing, such actions would violate the Act since Sec. 8(b)(4) prohibits any conduct which "induces" and "encourages." The presence of the "observers" with placards was clearly intended to and had as its effect the inducement of neutral employees to avoid the disputed area.

of the comparative wages of L & L employees prior to the commencement of the picketing.

The General Counsel contends that the picketing at the Ogden Avenue gate violates the Act because the totality of the evidence establishes that Respondent's true purpose in picketing is to enmesh neutrals in its dispute with L & L. I agree. As set forth above, upon the testimony of DeBlanco which I credit,[17] about September 16, Respondent's representative Stiles phoned DeBlanco and upon learning that L & L was awarded the contract and would be using nonunion employees, told DeBlanco that "his people" were out of work and he would do "whatever necessary to get them back to work." Stiles requested a meeting with DeBlanco to resolve the "problem" and told him that as long as he persisted in using nonunion employees at the facility he would probably have picket lines set up the following week. Stiles' statement, that Stokely had the power to resolve the dispute, made in the context of the union contractor's contract being terminated, with the resultant loss of work for 60 to 70 of Respondent's members, makes a finding inescapable that Stiles sought to force Stokely to cease doing business with L & L, the nonunion contractor which succeeded to the work performed by Jacobs and Central. I also find that this statement, alleged in the complaint, constitutes a threat within the meaning of Section 8(b)(4)(ii)(B).[18]

Respondent asserts that assuming it was picketing the Sanford Avenue gate, it was entitled to do so because that gate had been tainted by its use by L & L. However, the evidence clearly shows that on only two occasions during the 1-month period in question had L & L trucks approached the Sanford Avenue gate, and on those occasions the vehicle did not pass through the gate. Rather, the truck stopped outside the gate, and the driver carried certain materials into an office also situated outside the gate. These two incidents are isolated and *de minimis* and did not deprive Stokely and other neutral employers of their use of that gate free from secondary activity.[19]

In addition, Respondent asserts that Stokely, as a supplier of certain materials, including valves for use by L & L in its work, was acting in fact as a general contractor for and supplier of L & L. Suppliers of the primary are required to use the contractors gate set aside for the primary and are thus legitimately subject to the union's picket line appeals at such primary gate.[20] DeBlanco gave uncontradicted testimony that although Stokely supplied L & L with valves for its renovation work, such valves were already on Stokely's premises, having been purchased long before by Jacobs, and were located in Stokely's storeroom. Moreover, any items purchased from suppliers from September 21 through October 25 were used by Stokely employees for its own mechanical construction or maintenance work in the plant, and such materials were stored in its warehouse. Such deliveries, therefore, were properly made through the Sanford Avenue gate inasmuch as they were deliveries of supplies for Stokely's use by Stokely's employees. These vendors were therefore suppliers of neutral, secondary Stokely and were not therefore required to use the Ogden Avenue gate. Accordingly, the Sanford Avenue gate was not tainted and it retained its neutral status.[21] Moreover, there was no evidence that any supplies used by L & L or intended to be used by L & L, other than the two isolated incidents, discussed above, passed through the Sanford Avenue gate during the picketing.

I find and conclude that a preponderance of the evidence supports the complaint allegation that Respondent's picketing at the Sanford and Ogden Avenue gates and the September 16 threat by Stiles violated Section 8(b)(4)(i) and (ii)(B) of the Act.[22]

Thus while Respondent's picketing may arguably have had an object of publicizing L & L's failure to pay the prevailing wages in the community, it is no defense to the violation found herein, because the record establishes that another object of the picketing was to enmesh neutral employers in Respondent's dispute with L & L.[23]

2. The threat of an economic boycott

As set forth above, DeBlanco testified that on October 20, Stiles told him that he had been in contact with the National Trades Council and that "there were plans afoot to set up an economic boycott against Stokely-Van Camp consumer products." Stiles denied making this statement. I credit DeBlanco.[24]

I do not find that such statement by Stiles constituted an unlawful threat of a consumer boycott of Stokey's products as alleged in the complaint. There was no

[17] I do not credit the testimony of Stiles that he merely informed DeBlanco of prospective informational picketing of L & L. Respondent's actions shortly thereafter in picketing the Sanford Avenue gate support a finding that Stiles in fact threatened DeBlanco that Stokely would be picketed, and it was. Moreover, Respondent's 60 to 70 members lost their jobs when Jacobs and Central, a Local 274 contractor, were removed from this job. It was understandable therefore, that Stiles would do "whatever necessary" to have them reinstated.

[18] *Carpenters Local 639 (American Modulars)*, 203 NLRB 1112, fn. 1 (1973).

[19] *Plumbers Local 388 (Charles Featherly Construction)*, 252 NLRB 452, 462 (1980).

[20] *Electrical Workers IBEW 323 (J. F. Hoff Electric)*, 241 NLRB 694 (1979); *Operating Engineers Local 450 (Linbeck Construction)*, 219 NLRB 997 (1975).

[21] Even assuming that Respondent could lawfully picket at the Sanford Avenue gate, its signs there failed to identify L & L as the object of the dispute and therefore violated the fourth *Moore Dry Dock* standard.

[22] I place no reliance on the uncontroverted statements made by James Grogan to L & L official Lintner and to DeBlanco, which I find were made. Contrary to the General Counsel's assertion, I do not find that Grogan, the business representative of Local 32, Asbestos Workers and the president of the New Jersey Building Trades Council, was an agent of Respondent. There was no evidence that he was authorized to speak for Respondent and no evidence of the power of the District Council regarding picketing by its member-locals. I am unable to find that the comments made by Grogan on October 20 regarding the fact that "his man" was hurt by an L & L vehicle, or that he was present when Stiles was picketing that day prove that Grogan was an agent of Respondent. Cf. *NLRB v. Local No. 64, Falls Cities District Council of Carpenters*, 497 F.2d 1335 (6th Cir. 1974); *Plumbers Local 129 (Gross Plumbing Co.)*, 244 NLRB 693, 702 (1979); *Wyoming Valley Trades Council (Altemose Wilkes-Barre Corp.)*, 211 NLRB 1049, 1052 (1974).

[23] *Plumbers Local 398 (Robbins Plumbing)*, 261 NLRB 482, fn. 14 (1982).

[24] It is logical that Stiles would have made this statement in an attempt to put pressure on DeBlanco to resolve the dispute between Respondent and L & L.

threat to picket Stokely. Indeed, the means by which the boycott would occur were not specified by Stiles. There was no evidence that any unlawful action, or any action at all, took place with respect to Stokely's consumer products. Certain action against a secondary employer, such as handbilling without picketing, may be lawful.[25] There was no indication of when or how the boycott would take place, and inasmuch as the statement by Stiles was made 4 days before the cessation of picketing, it is possible that any contemplated action would have occurred after the picketing ended. Under these circumstances it cannot be said that Stiles' comment regarding an economic boycott of Stokely consumer products violated the Act.

CONCLUSIONS OF LAW

1. Industrial Products Group, Stokely-Van Camp, Inc., and L & L Chemical, Construction and Engineering Company are persons and employers engaged in commerce within the meaning of Section 2(2), (6), and (7) and Section 8(b)(4) of the Act.

2. Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. By picketing at the Sanford Avenue and Ogden Avenue gates at the premises of Industrial Products Group, Stokely-Van Camp, Inc., and by threatening on September 6, 1982, that company with picketing, in furtherance of its dispute with L & L, with an object of forcing Industrial Products Group, Stokely-Van Camp, Inc., and other persons engaged in commerce, or in an industry affecting commerce, to cease selling, handling, transporting, or otherwise dealing in the products of, and to cease doing business with L & L, Respondent violated Section 8(b)(4)(i) and (ii)(B) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

5. James Grogan is not an agent of Respondent.

6. Respondent has not violated the Act, as alleged in the complaint, by threatening Industrial Products Group, Stokely-Van Camp, Inc., with an economic boycott of its products.

THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices in violation of Section 8(b)(4)(i) and (ii)(B) of the Act, I find it necessary to order that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record in this proceeding, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[26]

The Respondent, Local No. 274, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, its officers, agents, and representatives, shall:

(1) Cease and desist from engaging in, or inducing or encouraging individuals employed by Industrial Products Group, Stokely-Van Camp, Inc., or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; and from threatening, coercing, or restraining Industrial Products Group, Stokely-Van Camp, Inc., or any other person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require any person to cease using, selling, handling, transporting, or otherwise dealing in the products of, or cease doing business with, L & L Chemical Construction & Engineering Company.

2. Take the following affirmative action which is necessary to effectuate the purpose of the Act:

(a) Post at its offices and meeting halls copies of the attached notice marked "Appendix."[27] Copies of said notice, on forms provided by the Regional Director for Region 22, after being duly signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(b) Deliver to the Regional Director for Region 22 signed copies of said notice sufficient in number for posting by Industrial Products Group, Stokely-Van Camp, Inc., that Company being willing, at all locations where notices to its employees are customarily posted.

(c) Notify the Regional Director for Region 22, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[25] *Operating Engineers Local 139 (Oak Construction)*, 226 NLRB 759, 760 (1976).

[26] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[27] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT enagage in, or induce or encourage individuals employed by Industrial Products Group, Stokely-Van Camp, Inc., or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; and WE WILL NOT threaten, or coerce, or restrain Industrial Products Group, Stokely-Van Camp, Inc., or any other person engaged in commerce or an industry affecting commerce, where an object thereof is to force or require any person to cease using, selling, handling, transporting, or otherwise dealing in the products of, or to cease doing business with, L & L Chemical, Construction & Engineering Company.

LOCAL NO. 274, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY, AFL-CIO